

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION

In re: ERICA N. DIGGS )

**Debtor** )

GATEWAY ONE LENDING & FINANCE LLC )

**Moving Party** )

v. )

ERICA N. DIGGS )

**Respondent** )

GARY F. SEITZ )

**Trustee** )

CHAPTER 7

Case No.: 19-10685 (MDC)

**Hearing Date: 4-3-19 at 10:30 AM**

11 U.S.C. 362

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

**TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:**

Comes now Gateway One Lending & Finance, LLC (“Gateway One”) filing this its Motion For Relief From The Automatic Stay (“Motion”), and in support thereof, would respectfully show:

1. That on February 4, 2019, Erica N. Diggs filed a voluntary petition under Chapter 7 of the Bankruptcy Code.

2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. 105, 361, 362, and 28 U.S.C. 157 and 1334.

3. On January 7, 2016, the Debtor entered into a retail installment contract for the purchase of a 2006 Nissan Armada bearing vehicle identification number 5N1AA08BX6N741335. The contract was assigned to Gateway One Lending & Finance, LLC and the Debtor became indebted to Gateway One in accordance with the terms of same. Gateway One is designated as first lien holder on the title to the vehicle and holds a first

purchase money security interest in the vehicle. A true copy of the contract and title inquiry to the vehicle are annexed hereto as Exhibits A and B.

4. As of February 15, 2019, the Debtor's account with Gateway One had a net loan balance of \$8,760.13.

5. According to the February 2019 NADA Official Used Car Guide, the vehicle has a current retail value of \$9,350.00.

6. The Debtor's account is past due from October 6, 2018 to March 6, 2019 with arrears in the amount of \$2,259.86.

7. Gateway One Lending & Finance, LLC alleges that the automatic stay should be lifted for cause under 11 U.S.C. 362(d)(1) in that Gateway One lacks adequate protection of its interest in the vehicle as evidenced by the following:

(a) The Debtor is failing to make payments to Gateway One and is failing to provide Gateway One with adequate protection.

WHEREFORE PREMISES CONSIDERED, Gateway One Lending & Finance, LLC respectfully requests that upon final hearing of this Motion, (1) the automatic stay will be terminated as to Gateway One to permit Gateway One to seek its statutory and other available remedies; (2) that the stay terminate upon entry of this Order pursuant to the authority granted by Fed.R.Bank.P., Rule 4001(a)(3) and (3) Gateway One be granted such other and further relief as is just.

Respectfully submitted,

/s/ William E. Craig

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